

REQUEST FOR PROPOSALS TO PROVIDE  
**CURBSIDE COLLECTION, PROCESSING AND  
MARKETING OF RECYCLABLE MATERIALS**



RFP No: 0235

Proposal Receipt Date: July 20, 2011

Proposal Receipt Time: 4:00 PM

Jefferson Parish  
Department of Purchasing  
200 Derbigny St., Ste. 4400  
Gretna, Louisiana 70053

(504) 364-2678

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Attachment C	Signature Page
Attachment D	Non-collusion Affidavit
Attachment E	Campaign Contribution Affidavit
Attachment F	Affidavit of Notice of Fee Disposition
Attachment G	Sub-Contractor's Affidavit
Attachment H	Hold Harmless Agreement
Attachment I	Garbage Collection Zone (Route) Map

# **REQUEST FOR PROPOSALS FOR**

## **CURBSIDE COLLECTION, PROCESSING AND MARKETING OF RECYCLABLE MATERIALS**

### **SECTION 1. ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Background**

Jefferson Parish is soliciting Proposals for curbside collection, processing and marketing of recyclable materials for the unincorporated East Bank and West Bank of Jefferson Parish and the Town of Jean Lafitte. The Contract shall include curbside collection from approximately 110,390 residential units and shall be administered by the Jefferson Parish Department of Environmental Affairs. Jefferson Parish has provided a curbside collection program to residential units since 1993. Prior to Hurricane Katrina, Jefferson Parish had a contractor provide residential units with once per week curbside collection of recyclable materials. All commodities were placed together in a single 18-gallon bin with Contractor separating paper from rigid containers at the point of collection. All commodities were brought to a Materials Recovery Facility subcontracted by the Contractor. Commodities collected included newspaper, magazines, telephone books, plastics # 1 through 7, glass, aluminum and tin cans. Set out rates were estimated by Contractor to be about 32 %. Curbside recycling has not occurred since August 2005. The previous contract expired in March 2006. Using amounts of recyclables collected each year from 1996 through 2004, the average annual weight of recyclable materials recovered through the curbside collection program was approximately 14,000 tons. The prior contractor provided participation rates based on the number of recycling bins set out for each collection day. The estimated participation (set out) rates between 2001 and 2004 were approximately 31-32 percent. Participation among residents is not mandatory; however all residential units are billed for the service whether or not they choose to participate. Any discounts or exemptions provided to senior citizens will not be reflected in payments to Contractor.

##### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified Proposers who are interested in providing services for the curbside collection, processing and marketing of recyclable materials for Consolidated Garbage District Number 1 which includes all of unincorporated Jefferson Parish (both west bank and east bank) and the town of Jean Lafitte. The Contract shall include curbside collection from residential units and shall be administered by the Jefferson Parish Department of Environmental Affairs.

The Parish is soliciting proposals for a five (5) year contract with the mutual option of two two-year extensions, at the same terms, costs and conditions, for up to four (4) additional years.

### 1.1.2 Goals and Objectives

The objective of the Request for Proposals (RFP) process is to achieve a contract agreement with the successful Proposer which is most advantageous to Jefferson Parish in price, quality of service and terms of contract. Proposals shall be received on all Alternate Proposals 1-4 for collection, processing and marketing of recyclable materials. Proposers may submit Proposals for Alternates 5 and/or 6 for an innovative collection, processing and marketing of recyclable materials option. The Proposals shall be evaluated by the RFP Evaluation Committee by applying a set of evaluation criteria and awarding points for each criterion. Each proposal shall be evaluated based on the following: cost of service, qualifications and experience of Proposer, technical approach and financial status.

### 1.2 Schedule of Events<sup>1</sup>

	<u>Date</u>
1. RFP advertised	June 17, 24, and July 1, 2011
2. Pre-Proposal Conference	July 7, 2011 @ 10AM
3. Deadline to receive written inquiries	July 13, 2011
4. Deadline to answer written inquiries	
5. Proposal Opening Date	July 20, 2011 @ 4PM
6. Oral discussions with Proposers, if applicable	
7. Council Selection via resolution	
8. Contract Ratification via resolution	

#### <sup>1</sup>NOTE:

1. The Parish of Jefferson reserves the right to deviate from these dates.

2. Proposers may obtain a copy of the RFP from:  
the Jefferson Parish Purchasing Department  
200 Derbigny St., Suite 4400  
Gretna, LA 70053  
Or at [www.jeffparish.net/Purchasing](http://www.jeffparish.net/Purchasing)

### 1.3 Proposal Submittal

Preparation and submittal of the proposal shall be according to the Jefferson Parish RFP Ordinance. The Proposer must submit twelve (12) copies (original and 11 duplicates) of the Proposal.

All proposals shall be received by the Jefferson Parish Purchasing Department ***no later than: 4PM on July 20, 2011.***

Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for the timely delivery of its proposal. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Failure to meet the proposal opening date and time shall result in rejection of the proposal. The Parish will give no consideration to date of postmark or other such representations in considering the promptness of mailed Proposals. Mailed Proposals received after the date and time specified above will not be considered.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS  
SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD.  
PRICES SHALL NOT BE READ.**

Proposal shall consist of two (2) separate sealed documents:

- (1) **Price Schedule Form:** The **Price Schedule Form** (Attachment A) shall be submitted in a separate sealed envelope per Sections 1.3.1 and 1.3.2 herein.
- (2) **Proposal** The Proposal is to be submitted in a sealed envelope, box, or package, separate from the Price Schedule Form (Attachment A) per Sections 1.3.2 and 1.4 herein.

### **1.3.1 Price Schedule Form**

The Proposer must include a separate sealed envelope containing the price proposal on the "Price Schedule Form" (Attachment A, Form provided at end of section).

All blank spaces for Alternates on the **Price Schedule Form** (Attachment A) must be completed in full in ink or typewritten, as required.

The Proposer is required to provide the cost per unit per month and the total estimated monthly cost for Alternates 1- 4 and the Proposer may opt to provide the cost per unit per month and the total estimated monthly cost for Alternates 5 and/or 6. If a unit price or sum already entered by the Proposer on the Proposal is to be altered, it shall be crossed out with ink and the price entered above or below it, and initialed by the Proposer in ink.

Describe any potential charges for proposed services associated with the program implementation and administration that you wish the Parish to consider.



The quantities shown on the bid form are for proposal purposes only. Adjustments will be made for actual number of units to be serviced at the beginning of the contract, and annually, in January of each year, thereafter as required to maintain current number of units.

**Important – Clearly mark outside of envelope with the following information:**

- **Price Schedule Form (Attachment A)**
- Name and address of Proposer
- RFP Number: RFP 0235
- Plainly mark the exact words: “Jefferson Parish Council Proposal for the CURBSIDE COLLECTION, PROCESSING AND MARKETING OF RECYCLABLE MATERIALS”
- Proposal Receipt Date: July 20, 2011

### **1.3.2 Proposal**

Proposals shall be submitted in a sealed envelope, box or package. If the Proposal is mailed, the Proposal must be packaged in a sealed envelope, box or package separate from the mailing envelope with the notation “Proposal Enclosed” on the face. The “Price Schedule Form” shall be enclosed in a separate sealed envelope. The sealed price schedule envelope shall contain one original price schedule and 11 duplicates.

**Important , Clearly mark outside of the envelope, box or package with the following information:**

- Name and address of Proposer
- RFP Number: RFP 0235
- Plainly mark the exact words “Jefferson Parish Council Proposal for the CURBSIDE COLLECTION, PROCESSING AND MARKETING OF RECYCLABLE MATERIALS”
- Proposal Receipt Date: July 20, 2011

### **1.4 Preparation of Proposal**

The Proposal shall consist of the following elements:

1. Price Schedule Form (Separate Sealed Envelope) – **Attachment A**
2. Proposer’s Qualifications – Including the Signature Page and a Corporate Resolution providing evidence of agency, corporate, limited liability, partnership or other legal entity authority This following are required with submission of proposal:
  - Corporate Resolution form (**Attachment B**)
  - Signature Page (**Attachment C**)

3. Proposer's Technical Approach
4. Financial Status, including:
  - Certification from a Louisiana insurance company that the company is able to obtain and maintain all the insurance coverage required under the Contract and under state regulations.
  - Certification from a Bonding Company that the Proposer can obtain and maintain the Performance Bond and Labor and Material Bond required by the Contract.
5. Non-collusion Affidavit – **Attachment D** (original, signed and notarized)
6. Campaign Contribution Affidavit – **Attachment E** (original, signed and notarized)

The time period for which contributions must be reported is the current term of elected officials, which began in 2008.
7. Affidavit of Notice of Fee Disposition – **Attachment F** (original, signed and notarized)
8. Sub-Contractor's Affidavit – **Attachment G** (original, signed and notarized)
9. Hold Harmless Agreement – **Attachment H** (original, signed and notarized)

The Parish requires submission of supporting data regarding the qualifications of the Proposer with the Proposal to determine whether he is a qualified, responsible Proposer. The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

Proposals submitted for consideration should follow the format and order of presentation described below. The following shall be submitted at a minimum by the Proposer:

#### **1.4.1 Proposer Qualifications**

The Parish requires submission of supporting data regarding the qualifications of the Proposer with the Proposal to determine whether he is a qualified, responsible Proposer. This shall include the signature page and legally sufficient **corporate resolution (Attachment B)**.

Proposal shall provide documentation of the history and background of Proposer, including evidence satisfactory to the Parish that the Proposer has been in existence as a business in excess of two (2) years, and has actual operating experience in curbside collection, processing and marketing of recyclable materials for in excess of two (2) years. Experience in curbside solid waste collection may NOT be substituted or will NOT be considered as equivalent. A list of references with whom the Proposer contracts or has contracted to provide curbside collection, processing and marketing of recyclable materials shall be included.

The Proposer shall submit his qualifications and the qualifications of his subcontractor and/or recycling processors which demonstrate that he is capable of performing to the requirements of the Contract. At a minimum, the Proposer's qualifications shall include the following:

- Point of contact, including name, title, address and telephone number.
- Evidence satisfactory to the Parish that the Proposer has been in existence as a business in excess of two (2) years, and has actual operating experience in curbside collection, processing and marketing of recyclable materials for in excess of two (2) years.
- Proof that the Proposer has or can obtain the necessary permits and licenses to perform the work under this Contract.
- A list of references with whom the Proposer contracts or has contracted to provide curbside collection, processing and marketing of recyclable materials services, including the client's name, contact person, mailing address, telephone number, location, number of households collected, service provided, and dates services provided.
- List of personnel and resumes of same who will perform the administration of the Contract, their title and years of experience. At a minimum, include resumes for account manager, designated customer service representative(s), recycling coordinator/public education specialist, and any other key personnel to be assigned to this project, including those of subcontractor, if any.
- A description of the nature and value of work currently and previously conducted for Jefferson Parish.
- A summary, analysis, and resolution of any work which resulted in litigation.

#### **1.4.2 Technical Approach**

The Proposer's technical approach shall illustrate and describe compliance with the RFP requirements. The Proposer shall describe any innovative technical approaches to accomplish the program requirements.

The technical approach shall include a detailed schedule of implementation for start up and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

The Proposer shall submit a comprehensive project approach which describes in detail how the Proposer will implement the various technical elements of the collection, processing and

marketing services that are covered under this Contract. The project approach should contain the means and methods for accomplishing the services, demonstrate an understanding of local needs, and provide an effective and efficient method of curbside collection, processing and marketing of recyclable materials. Proposer should address how the firm will meet all the requirements of this RFP. At a minimum, the project approach shall include the following:

- Describe in detail the collection procedures and strategy proposed to accomplish the service, including proposed collection days and routes, time of day, truck size, number of personnel per truck, etc.
- Describe in detail the processing and marketing procedures and strategy proposed to accomplish the service including number of personnel, size of processing facility (tons per day), location of processing facility, equipment, etc.
- Description of major equipment the Proposer intends to use in performance of the service (own, will purchase and/or rent). Include number of trucks and a list of trucks with make, model, and specifications such as size and weight. Description of the proposed Processing Facility which demonstrates that the facility is capable of processing the materials efficiently and capable of producing recyclable materials which meet market contract requirements.
- Detailed list of all commodities to be recycled
- Demonstrate an understanding of local needs and conditions.
- Time frame for Program Implementation.
- Provision for customer service, including personnel assigned, local office, telephone number, website, and account inquiry, etc.
- Describe Complaint Intake and Resolution.
- Public Outreach and Marketing Plan to develop and enhance parish-wide participation in program.
- Plans for training.
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

- Innovative technical approaches to accomplish the program requirements.
- Resumption of Services Plan following a disaster event

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

### **1.4.3 Financial Status**

The Proposer shall provide evidence satisfactory to the Parish that the Proposer possesses the managerial and financial capacities to meet the requirements of the Contract. The submittal for financial status shall include, at a minimum, the following:

- Description of overall corporate structure including a copy of the latest (last 2 years) available financial statement, including net worth, net revenue, and assets/liabilities, of the Proposer (or its parent corporation if an individual subsidiary or division statement is not available) certified by a Certified Public Accountant.
- Certification from a Louisiana insurance company (company licensed to do business in Louisiana) that the Proposer is able to obtain and maintain all the insurance coverage required under the Contract and under state regulations.
- Certification from a Bonding Company that the Proposer can obtain and maintain all bonding required under the Contract.
- List of previous contracts with parish, county, parochial or municipal governments which the Proposer failed to perform or defaulted in the past 20 years.
- Certification that neither the Proposer nor any predecessor company is under or has ever been under any part of the Bankruptcy Act since 1985, or explain if they have been.

The Proposer may submit any additional information which may further describe his qualifications, technical capabilities or financial status.

### **1.4.4 Non-Collusion Affidavit (Attachment D)**

### **1.4.5 Hold Harmless Agreement (Attachment E)**

Subject to negotiation of the final contract, the Parish may agree to consider adding the word “negligent” before “act of omission” on the Hold Harmless Agreement.

### **1.4.6 Proposal Security (Not Applicable)**

## **1.5 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

## **1.7 Confidentiality**

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, LSA-R.S. 44.1 et. seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said

individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.8 Proposal Clarifications Prior to Submittal**

### **1.8.1 Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held at **10AM on July 7, 2011** at the *Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053*.

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions contained in any addendum.

### **1.8.2 Proposer Inquiry Period**

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
E-Mail: [AHolmes@jeffparish.net](mailto:AHolmes@jeffparish.net) Phone: (504)364-2684 Fax: (504)364-2693

### **1.8.3 Examination of the Routes, Sites, and Specifications**

It is the responsibility of the Proposer to familiarize himself with the project elements by careful examination of the specifications and information provided through the Proposal package. The Proposer shall make himself aware of the condition of the road networks, neighborhoods, collection and hauling distances, the location and condition of other infrastructure related to this Proposal by visiting the various areas and sites, and other physical considerations, which could impact the delivery of service. The Proposer is provided a copy of garbage zones (**Attachment I**) established by existing Garbage Contractor and previous Recycling Contractor to establish garbage and recycling collection routes. Previous Contractor's recycling collection routes were nearly the same as the current garbage collection routes. Further, the Proposer must make himself familiar with the applicable federal, state, and local regulatory requirements, which govern the types of services, requested. There may be some areas that would prohibit automated collection of recycling containers at curbside. Proposers are responsible for visiting the various areas and sites which could impact the delivery of services.

The Proposer shall not make any claims after submittal of a Proposal alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions, or character of the work to be done under the Contract. Further, the Proposer shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work.

### **1.9 Changes, Addenda, Withdrawals**

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.



### **1.10 Taxes**

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

### **1.11 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

### **1.12 Disqualification of Proposer**

The Parish reserves the right to reject all Proposals, to waive informalities, and to reject non-conforming, non-responsive or conditional Proposals. Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of his Proposal.

- Evidence of collusion among Proposers.
- Lack of competence as revealed either by financial status, proposer qualifications, technical capabilities, or other factors.
- Lack of responsibility judged from past performance of contracts similar in scope.
- Default on any previous parish, county, parochial, municipal, or government contract for failure to perform.
- Failure to strictly conform to applicable laws or to the requirements of the Contract Document.
- Misstatement or concealment of any material fact in the Proposal.
- Failure or refusal to promptly furnish the Parish information requested concerning his qualifications.

### **1.13 Proposal Validity**

All proposals shall be considered valid for acceptance until such time as an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.14 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

### **1.15 Prime Proposer Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.16 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.17 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

### **1.18 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a contract to complete the process.

### **1.19 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s) will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

## **1.20 Award**

### **1.20.1 Conforming to RFP**

Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors.

### **1.20.2 Initial Offer**

The award may be made on the basis of the initial offer or as noted in Section 1.16.

### **1.20.3 Notice of Intent to Award**

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

## **1.21 Notice to Proceed**

The Parish will provide the successful Proposer written notice to proceed with the work as soon after execution of the agreement by both parties, as in the sole determination of the Parish, it is practical to do so. The Parish shall specify a date for commencement of the work by successful Proposer in the Notice to Proceed.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

## **1.22 Submission of Bonds, Insurance and Execution of Contract**

The Proposer shall furnish to the Parish within fifteen (15) days of receipt of the notice of award:

- Four (4) executed copies of the Contract
- Original insurance certificates
- A certificate stamped "Filed by Clerk of Court" from the 24th Judicial District Clerk of Court from the surety verifying full payment of the bond premiums.
- Performance Bond and Labor and Materials Bond

### **1.23 Failure to Enter Into Contract**

The Contract shall be deemed as having been awarded when formal notice of award is mailed by the Parish to the successful Proposer by certified mail return, receipt requested.

The Proposer to whom the Contract will be awarded will be required to execute four (4) copies of the Contract and to furnish insurance certificates and required bonds within fifteen (15) days after notification of award. In case of his refusal to do so, the Proposer will be considered to have abandoned all his rights and interests in the award, and the award may then be made to another qualified Proposer or the work may be re-advertised for Proposals as the Parish may elect.

## **SECTION 2. PROPOSAL EVALUATION PROCESS**

### **2.1 General Description of Service**

Jefferson Parish may select any of the six (6) Recycling Alternates (See Section 4.3). The evaluation will be performed by applying a set of evaluation criteria and awarding points to each Alternate Service proposed.

The Parish's RFP Evaluation Committee shall rank the Proposals for each Alternate based on the evaluation criteria. The Committee will select Proposals for further negotiations. The selected Proposers may be required to present their Proposals and project approach to the Committee, which will be given the opportunity to ask the Proposers detailed questions and/or clarification of their Proposals.

The maximum number of points for each Alternate evaluated is 100 points. Each proposal shall be evaluated and assigned points based on cost, proposer's qualifications, technical capabilities, and financial status. A summary of the evaluation criteria points is presented below.

The following criteria will be evaluated when reviewing the proposals:

- Cost of Service – 40 Points
- Technical Proposal – 25 Points
- Qualifications and Experience – 25 Points
- Financial Status – 10 Points

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred. Proposals assigned a higher score are more favorable and proposals assigned a lower score are less favorable.

### **2.2 Cost of Service (Maximum of 40 Points)**

Prices proposed by the Proposers should be submitted on the Price Schedule Form furnished in Attachment A. Prices proposed shall be firm.

The information provided in response to this section will be used in the Cost of Service Evaluation to calculate lowest evaluated cost. The Proposer is required to provide a unit cost for provision of this service based on the cost per unit per month and the total estimated monthly cost for each Collection Alternate and/or Additional Service in the RFP. This will be scored on a scale from forty (40) points to zero points, with forty (40) points as the highest. The cost of collection for each Alternate will be assigned a score with the lowest cost proposal receiving the full 40 points. For each 5¢ increase in cost per unit per month, the remaining proposals will have 1 point deducted (or 1/5 point deducted for each one cent increase in price), as shown in the following Table.

### Cost of Collection Points

Proposals	Points
Lowest Proposal	40
Lowest Proposal Plus 05¢	39
Lowest Proposal Plus 10¢	38
Lowest Proposal Plus 15¢	37
Lowest Proposal Plus 25¢	35
Lowest Proposal Plus 50¢	30
Lowest Proposal Plus 75¢	25
Lowest Proposal Plus 100¢	20
Lowest Proposal Plus 125¢	15
Lowest Proposal Plus 150¢	10
Lowest Proposal Plus 200¢	0

### 2.3 Technical Approach (Maximum of 25 Points)

The information provided in response to this section will be used in the Technical Approach Evaluation based on the project approach and understanding of local needs. The Proposer's technical approach will be ranked from 25 to 0 with 25 points as the most favorable score.

Jefferson Parish encourages the recycling of non-designated recyclables as markets develop. Proposers are encouraged to collect as many commodities as possible, and consideration should be given to collection of all plastics and additional items where markets allow. Proposers collecting more commodities will be assigned a higher score than those collecting the minimum required.

The Proposal will be evaluated to ensure proper service in keeping with the intent of the program. Proposals that save money, while not sacrificing level of service, will be given a higher score. Evaluation will focus on quality assurance for delivery of service to the residential users. Proposals which lack explanation of the methods for implementing the collection, processing and marketing program, or which include ineffective and inefficient methods, will be assigned a lower score.

## **2.4 Qualifications and Experience (Maximum of 25 Points)**

The information provided in response to this section will be used in the Qualifications and Experience Evaluation based on the project approach and understanding of local needs. The Proposer's experience will be ranked from 25 to 0 with 25 points as the most favorable score.

Proposers that demonstrate the company's experience on similar projects and similar size and experience of key personnel will be assigned a higher score. References will be evaluated and a higher score will be assigned to more favorable responses. Proposals which lack description of project experience and resumes of key personnel will be assigned a lower score.

## **2.5 Financial Status (Maximum of 10 Points)**

The information provided in response to this section will be used in the Financial Status Evaluation based on the project approach and understanding of local needs. The Proposer's financial status will be ranked from 10 to 0 with 10 points as the most favorable score.

Proposals that include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements will be assigned a lower score.

## 2.6 Proposal Evaluation Form

	Points
1. COST OF SERVICE (Maximum of 40 Points)	_____
A. Annual cost of service as compared to the cost of other proposals	
B. Explanation of costs	
C. Accuracy of calculated total cost	
2. TECHNICAL APPROACH (Maximum of 25 Points)	_____
A. Description of Scope of Services	
B. Collection Equipment Dedicated	
C. Detailed List of Commodities Recycled	
D. Facility and Procedures for Processing and Marketing	
E. Time Frame for Program Implementation	
F. Complaint Intake and Resolution	
G. Public Outreach and Marketing Plan to Develop and Enhance Parish-wide Participation in Program	
H. Innovative approach	
I. Resumption of Services Plan following a Disaster Event	
3. QUALIFICATIONS AND EXPERIENCE (Maximum of 25 Points)	_____
A. Specific experience – similar scope of services or similar size scope currently or previously provided.	
B. Personnel - experience of management staff, experience in similar projects.	
C. Favorable response from references	
4. FINANCIAL STATUS (Maximum of 10 Points)	_____
A. Financial stability and status of company	
B. Bonding certification	
C. Insurance certification	
TOTAL	Maximum of 100 Points
	_____



## **SECTION 3. GENERAL CONDITIONS**

### **3.1 Bonds**

The Proposer must be able demonstrate **with Proposal** their ability to secure a Performance Bond and a Labor and Materials Bond for potential work listed under the Scope of Work.

The Proposer shall furnish to the Parish the following documents within fifteen (15) days of receipt of the notice of award:

- A certificate stamped "Filed by Clerk of Court" from the 24th Judicial District Clerk of Court from the surety verifying full payment of the bond premiums.
- Performance Bond and Labor and Materials Bond

#### **3.1.1 Proposal Security**

Not applicable.

#### **3.1.2 Performance Bond**

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save harmless the Parish from any and all damages, either directly or indirectly, arising out of any failure to perform same, the successful Proposer to whom the Contract is awarded shall furnish a Performance Bond in the sum of fifty percent (50%) of the annual contract price, and assignment of all collection equipment (including all trucks, computers, etc.) to the Parish to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Parish. The Surety shall be selected by the Proposer, subject to the approval of the Parish, and the cost of the bond shall be paid for by the Proposer, unless otherwise stipulated in the Special Provisions. The Contract shall not be in force or binding upon the Parish until such satisfactory bond has been provided. The Performance Bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract. The bonds shall be annual bonds.

#### **3.1.3 Labor and Materials Bond**

In addition to the above, the Proposer shall be required to furnish a payment bond as security for payment of labor and material used in this contract. Said surety bond must be in the amount of \$200,000. The bonds shall be annual bonds.

#### **3.1.4 Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP**

### **3.1.5 Bond Requirements**

Any surety Bond written for any Jefferson Parish Contract requiring a bond shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A.M. Best's Key Rating Guide to write individual Bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by a surety company that complies with the requirements of LSA-R.S. 38:2219.

No Surety Company will be accepted as bondsman which does not have a permanent agent or representative in the State upon whom notices referred to in these General Conditions may be served; the Bond shall be countersigned by a person who is contracted with the Surety Company or Bond Insurer, and who is licensed as an insurance agent in this State, and who is residing in this State. Service of said notice on said agent or representative in the State shall be equal to service of notice on the president of the Surety Company, or such other officer as may be concerned.

Should the Proposer's Surety, even though approved and accepted by the Parish, subsequently remove its agency or representative from the State or residency or license in this State or become insolvent, bankrupt, or otherwise fail, the Proposer shall furnish a new bond in another company approved by the Parish, at no additional cost to the Parish. The new bond shall be executed under the same terms and conditions as the original bond.

### **3.1.6 Scope of the Bond and Obligation of the Bondsman**

The Proposer's bondsman shall obligate himself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Parish reserves the right to order extra work or make changes by altering, adding to, or deducting from the work under the conditions and in the manner hereinbefore described without notice to the contractor's surety and without in any manner affecting the liability of bondsman or releasing him from any of his obligations hereunder.

The bond shall also secure for the Parish the faithful performance of the Contract in strict accordance with the specifications and Contract. It shall protect the Parish against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Parish's consultant is put to labor or expense by enforcement of Contract and institution of concursus proceedings or through delinquency or insolvency of the Contract, they shall be equitably paid for such extra expense and services involved.

The surety of the Proposer shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Parish as guarantor, jointly and in solido with the Proposer, for fulfillment of terms of the foregoing conditions.

## **3.2 Insurance and Indemnification**

The Proposer must submit a Hold Harmless Agreement (**Attachment E**) with Proposal and must be able demonstrate their ability to secure all insurance required by these specifications for potential work listed under the Scope of Work.

The Proposer shall furnish original insurance certificates to the Parish within fifteen (15) days of receipt of the notice of award.

The Proposer shall not commence work under this Contract until he has obtained all insurance required by these specifications. The insurance requirements, indemnity provisions, and waiver provisions for all contractors engaged in performing work or services for the Parish of Jefferson shall be as follows:

### **3.2.1 Insurance Requirements**

Proposer shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage only for those Proposers whose worker's compensation coverage is place with companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.

Thirty (30) days prior notice of cancellation shall be given to Jefferson Parish by registered mail, return receipt requested, on all of the required coverages provided to Jefferson Parish. All notices will name the Proposer / Subcontractor and identify the contract name.

*Worker's Compensation Insurance* – As required by Louisiana State Statute, employer's liability shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.

*Commercial General Liability Insurance* – With a Combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- Premises – operations;
- Broad form contractual liability;
- Products and completed operations;
- Use of contractors and subcontractor;
- Personal injury;
- Broad form property damage;
- Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 shall be submitted.

Combined Single Limits [CSL] -	Amount of Insurance Required
General Contracts – Each Occurrence / Minimum Limits	\$1,000,000

*Business Automobile Liability Insurance* – With a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- Any automobiles;
- Owned automobiles;
- Hired automobiles;
- Non-owned automobiles;
- Uninsured motorist.

*Comprehensive General Liability* – This insurance shall be written in comprehensive form and shall protect Proposer against all claims arising from injuries to persons other than his employees or damage to property of Owner or others arising out of any act or omission of the Proposer or Proposer’s agents, employees, or subcontractor. The policy shall also include protection against claims insured by usual personal injury liability coverage, a “protective liability” endorsement to insure the contractual liability assumed by Proposer under the indemnification provisions in General Conditions, and “Completed Operations and Products Liability” coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily injury	\$1,000,000 each person \$1,000,000 each occurrence
Property damage	\$1,000,000 each occurrence \$1,000,000 aggregate

*Umbrella Liability Policy* – This insurance shall protect Proposer against all claims in excess of the limits provided under the workmen’s compensation and employer’s liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$5,000,000.

*Owner’s Protective Liability* – This insurance shall be issued in the name of Jefferson Parish and shall protect and defend Jefferson Parish against all claims arising as a result of the operations of Proposer or Proposer’s subcontractor.

The liability limits shall be not less than:

Bodily injury	\$1,000,000 each person \$1,000,000 each occurrence
Property damage	\$1,000,000 each occurrence \$1,000,000 aggregate

### **3.2.2 Subcontractor Insurance**

The Proposer shall include all subcontractors as insurers under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein for the Proposer.

### **3.3 Indemnification**

Notwithstanding the above, the successful Proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful Proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

Subject to negotiation of the final contract, the Parish may agree to consider adding the word “negligent” before “act of omission” in this section.

### **3.4 Subcontracts**

The Proposer shall not award any work to any subcontractor without prior written approval of the Parish, which approval will not be given until the Proposer submits to the Parish a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Parish may require.

If such consent is given, the Proposer will be permitted to sublet a portion of the work, but shall perform with his own organization work amounting to at least 50 percent of the total contract cost. Any items designated in the Contract as "Specialty Items" may be performed by subcontract and the costs of such may be deducted from the total cost before computing the amount of work required to be performed by the Proposer with his own organization.

An approved subcontractor shall not subcontract any portion of his authorized work.

If the Proposer shall sublet any part of this Contract, the Proposer shall be as fully responsible to the Parish for the acts and omissions of his subcontractor, and of any persons either directly or

indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself.

Except as provided by law, this provision requiring at least 50 percent of the work or services to be performed by the Proposer may be waived in whole or in part on contracts by Council Resolution.

### **3.5 Assignment**

Neither party to this Contract shall assign or sublet his entire interest in this Contract without written consent of the other, nor shall the Proposer assign any monies due or to become due to him under this Contract without previous written consent of the Parish, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment.

### **3.6 Term of Contract**

This is a multi-year contract. The continuation of this Contract beyond the present fiscal year of the Parish of Jefferson is contingent upon the availability of funds to fulfill requirements. In the event this Contract is terminated or reduced because sufficient monies to provide for continuation of the Contract are not available, the Parish agrees to enter into a just and reasonable termination cost agreement, with the understanding that the Contract or portion thereof shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. The Parish is soliciting proposals for a five (5) year contract with the mutual option of two two-year extensions, at the same terms, costs and conditions, for up to four (4) additional years.

### **3.7 Payment**

#### **3.7.1 Basis and Method of Payment**

For the services required under Terms of the Contract, the fees shall not exceed the unit cost amounts stated in the Proposal Form in the Contract documents. The service fees provided by the Proposer shall include all labor, equipment, collection, hauling, processing, marketing, and other related services and costs delineated in the Contract Documents. There will be no adjustment in cost due to increases or decreases in recyclable materials quantities, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjusted annually by the Parish to equal the CPI applied on all residential accounts not to exceed five (5) percent or the net change of the CPI, whichever is less.

#### **3.7.2 Escalation and De-escalation**

The service fees for collection of recyclable material will be adjusted upward or downward annually beginning on January 1, 2012, and on that date every year thereafter, based on the percentage change in the Consumer Price Index. The annual adjustment will equal a U.S. City Average 12 month percentage change in the All Urban Consumers—All Items Index (CPI-U) as compiled by the Bureau of Labor Statistics and adopted by the Jefferson Parish Council in that year's annual budget or 5 % whichever is less.

### **3.7.3 Proposer's Billings to Parish**

The Proposer shall invoice the Jefferson Parish Department of Environmental Affairs for services rendered within ten (10) days following the end of the month, and the Parish shall pay the Proposer on or before thirty (30) days from the receipt of billing. Invoices shall include the contract and order number, using department and services provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Such billing and payment shall be based on the prices rates and schedules set forth in the Contract Documents. The Proposer shall submit a monthly report with each billing. The monthly report shall include information specified in Section 4.23. The accuracy of the information contained in the monthly report shall be attested by the Proposer. The attached report content shall be subject to reasonable modification by the Parish.

### **3.8 Termination**

#### **3.8.1 Termination Based on Failure to Comply with Contract**

The Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Proposer written notice specifying the Proposer's failure. If within ten (10) days after receipt of such notice, the Proposer shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Proposer in default and the contract shall terminate on the date specified in such notice. The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the Parish written notice specifying the Parish's failure.

#### **3.8.2 Voluntary Parish Termination**

The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Proposer. The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. The Parish is open to negotiate a provision to reimburse the provider for their un-depreciated capital outlay, in the event of a voluntary termination.

#### **3.8.3 Availability of Funds**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall

terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **3.9 No Guarantee of Quantities**

The Parish of Jefferson does not guarantee that items listed in scope of work will comprise a complete program. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working program.

The quantities of required resources referenced herein are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

The Parish makes no guarantee as to the quantity of recyclable material for collection.

### **3.10 Warranties**

The Proposer warrants and guarantees to the Parish that all work and services will be of good quality, responsive, and in accordance with the requirements of the Contract documents; any federal, state or local licenses; permits and applicable regulations and laws. All unsatisfactory, faulty, or defective work or services, and all work or services not conforming to the requirements of the Contract, applicable local, state and federal regulations and laws shall be corrected by the Proposer at no cost to the Parish

### **3.11 Patents**

The Proposer shall be responsible for all fees or claims for any patent, invention, or procedure used, installed, or provided by him. The Proposer shall assume all liability and fully indemnify and hold harmless the Parish from and against all claims, suits, proceedings, damages, losses, expenses, fees (including attorney's and expert witness fees) and royalties arising from any infringement, real or claimed, of any patent on any article, machine, manufacture, structure, composition, arrangement, improvement, design, device, methods or process embodied or used in the performance of the work. The Parish will give written notice of all such claims and patent infringement suits or proceedings instituted against it or the Proposer, who shall defend same, and will give the Proposer authority, assistance, and all available information to enable him to do so.

### **3.12 Administration**

The Contract shall be executed between the Parish and the Proposer. The Contract shall be administered on behalf of the Parish by the Director of the Department of Environmental Affairs, 4901 Jefferson Highway, Jefferson, LA 70121, telephone (504) 736-6440. The Director is responsible for interpreting terms, conditions, specifications, or other provisions of the Contract. All dealings, contacts, etc., between the Proposer and the Parish shall be directed by the Proposer to the Department of Environmental Affairs and by the Parish to the Proposer's Manager.



The Proposer shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities. The Proposer shall exclude from the work areas all persons who have no purpose there, and shall require all persons on the sites to observe the same safety regulations as he requires of his employees.

### **3.13 Licenses, Permits, Regulations and Inspections**

The Proposer shall be responsible for adhering to all licenses, permits and regulations required. The Proposer shall obtain all permits and licenses required to perform the work and fulfill the requirements of the Contract.

The Proposer, throughout the term of this Contract, shall promptly (within 5 working days) send copies of all correspondence sent or delivered and received from any agency of the State of Louisiana or Federal Government to the Jefferson Parish Department of Environmental Affairs. In addition, verbal citation of violation by any agency or verbal indication of citation of violation by any agency shall be immediately (within 24-hours) documented and transmitted to the Parish Department of Environmental Affairs and followed with a written explanation.

The Proposer shall comply with all applicable regulatory requirements. The Proposer shall perform or procure, at no cost to the Parish, all inspections required by permits, regulations, or the Contract. The Proposer shall, at no cost to the Parish, accommodate inspections and tests by the Parish, State, Federal or other regulatory agencies to verify compliance with laws, regulations or the Contract.

The Parish, its duly authorized representative, or consultant shall have access to the work areas at all times during working hours. The Proposer shall arrange for access of the above, when the site is closed.

### **3.14 Taxes**

The Proposer shall pay all taxes associated with this work. The Parish will make no additional payments to cover the taxes, or increases in taxes.

### **3.15 Location**

The location where the service is to be performed is Consolidated Garbage District Number 1, which includes unincorporated East Bank and West Bank of Jefferson Parish and the Town of Jean Lafitte. A map of the existing garbage service area is included as Exhibit 2 for use as reference.

### **3.16 Right-of-Way**

The Proposer shall not enter or occupy any private property outside the limits of right-of-way unless the Proposer has obtained proper legal access, and has furnished proof thereof to the Parish prior to the act.

### **3.17 Record Retention**

The Proposer shall maintain all records in relation to this contract for a period of at least three (3) years.

### **3.18 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Proposer to the Parish of Jefferson, at Proposer's expense, at termination or expiration of this contract.

### **3.19 Audit of Records**

The monitoring and auditing of the Proposer's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

### **3.20 Non-Discrimination**

The Proposer shall not discriminate against any person because of race, sex, age, creed, religion or national origin.

### **3.21 EOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

### **3.22 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the Proposer's proposal.

### **3.23 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Proposer change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **3.24 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Proposer or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Proposer that every reasonable attempt shall be made to assign the personnel listed in the Proposer's proposal.

### **3.25 Force Majeure**

Except as provided in Section 4.35, the Proposer or Parish of Jefferson shall be exempted from performance under the contract for any period that the Proposer or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Proposer or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

### **3.26 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

### **3.27 Claims or Controversies**

Proposer does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Proposer hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **SECTION 4. SCOPE OF SERVICES**

### **Recyclable Materials Curbside Collection, Processing and Marketing Services**

#### **4.1 Definitions**

*Bin* – A collection container without wheels or a lid that is typically used for manual collection.

*Cart* – A rollout, wheeled cart with an attached lid is a collection container typically used for automated collection.

*Commingled Collection* - The pick up of several recyclable materials mixed together.

*Commodity* – Material that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate.

*Commodity Buyer* - A buyer or processor, selected by Proposer pursuant to the Contract Documents, of Recyclable Materials delivered by Proposer.

*Consolidated Garbage District Number 1 (Formerly Consolidated Garbage Districts 1, 2, and 6)*  
– All of that territory within the following described boundaries.

All of that territory of that part of the Parish situated on the east bank of the Mississippi River, save and except and excluding all the municipalities of Harahan, Louisiana and Kenner, Louisiana.

Beginning at the intersection of the Parish boundary line separating the Parish of Jefferson from the Parish of St. Charles and the center line of the Mississippi River; thence in a southerly direction along the boundary line between the Parish of Jefferson and the Parish of St. Charles to its intersection with the projection of the Township line common to T14S and T15S, in ranges 23E and 24E; thence easterly along said Township line to its intersection with the Parish boundary line separating the Parish of Jefferson from the Parish of Plaquemines; thence northeasterly along said boundary line between the Parish of Jefferson and the Parish of Plaquemines to its intersection with the Parish boundary line separating the Parish of Jefferson from the Parish of Orleans; then northwesterly along said boundary line to its intersection with the center line of the Mississippi River; thence along said center line to its intersection with the boundary line separating the Parish of Jefferson from the Parish of St. Charles, the point of beginning; less and except all the territory situated within the corporate limits of the municipalities of Gretna and Westwego as said corporate limits are presently constituted.

Beginning at the intersection of the north line of Township 155, Range 24E and its projection with the division line between the Parish of Jefferson and the Parish of Plaquemines, thence in a southerly direction along the boundary line between the Parish of Jefferson and the Parish of Plaquemines to its intersection with the dividing

line of Township 195 and 205, Range 2E; thence in a westerly direction on the boundary line common to Township 195 and 205 in Range 25E and 24E as projected, to its intersection with the boundary line between the Parish of Jefferson and the Parish of Lafourche; then meandering in a northerly and northwesterly direction along the boundary line of the Parish of Jefferson and the Parish of Lafourche to its intersection with the boundary line of the Parish of Jefferson and the Parish of St. Charles; thence along the dividing line between the Parish of Jefferson and the Parish of St. Charles in a northerly direction to its intersection with the projection of the line between Township 145 and 155, Range 23E; thence in a easterly direction along the projection of/and the line common to Township 145 and Township 155 in Range 23E and 24E to its intersection with the boundary between the Parish of Jefferson and the Parish of Plaquemines, the point of beginning. Garbage District 1 includes the town of Jean Lafitte.

*Contract Document* – The Request for Proposal, Proposer’s proposal, Scope of Services, Contract, Contract Performance Bond, Labor and Material Bond, Affidavit, Hold Harmless, and any Addenda to the foregoing documents agreed to by the Parish and the Proposer.

*Curbside Recycling Container* – A receptacle designed for the purpose of curbside collection of recyclable materials. The receptacle shall be made of fiberglass or plastic that has been accepted by other cities, counties or parishes with experience in curbside recycling. If the Proposer elects to use newly designed types of recycling receptacles, the Parish has the right to accept or reject any new design. A recycling container includes wheeled carts or smaller collection bins.

*East Bank of Jefferson Parish* – The area of the Parish which is bounded by the left descending bank of the Mississippi River, Lake Pontchartrain, Orleans Parish, and St. Charles Parish.

*Garbage* – Any and all accumulation of waste resulting from the preparation, processing, consumption, handling, packing, canning, storage, transportation, decay or decomposition of animal or vegetable matter, including all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

*Hazardous Waste* –Waste identified as hazardous in the current Louisiana Hazardous Waste Regulations and/or by the federal government under the Resource Conservation and Recovery Act and subsequent amendments.

*Household Hazardous Waste* – Chemical products such as cleaning solvents, paints, and pesticides disposed of by residential consumers. These wastes may also contain substances that can catch fire, react with other chemicals, explode, or are corrosive or toxic.

*Manual Collection* – A recycling process in which collection of recycling containers is done by hand at point of collection with no automation.

*Motor Vehicle* – An automobile, motorcycle, truck, trailer, motor home, or tractor, and combination or any other vehicle operated on the roads of the Parish used to transport persons or

property, and propelled by gasoline, diesel or electrical power. Bicycles and mopeds are excluded.

*Parish* – Parish of Jefferson

*Proposer* – The person, corporation or partnership proposing to perform the collection cardboard, plastics, or any other commodity set forth in this Contract.

*Recycling* – The process of extracting useful and reusable materials from refuse, and placing those materials in a productions process to reuse them to reduce the use of raw or virgin materials.

*Refuse* – Residential and commercial garbage, rubbish, yard waste and construction debris generated at a residential or small business unit.

*Residential Units* – Single and Multi-family residential units of four (4) units or less.

*Rubbish* – All printed matter, paper, pasteboard, yard waste, rags, mattresses, clothing, shoes and boots, combustible waste pulp, and other products used for packaging, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not recyclable or not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

*Scavenging* – Uncontrolled removal of solid waste materials, including regular materials from a processing site.

*Semi-automated* – Collection services combine the use of the trucks equipped with automated, mechanical arms along with manual support to align the bins with the mechanical arms.

*Single stream* – A recycling process in which mixed materials are collected together in one container with no sorting process required prior to that sorting which occurs at the processing facility.

*Solid Waste* – Any garbage, trash, bulky waste, bulky recyclable material, recyclable material, yard waste, wood waste, rubbish, construction or demolition materials.

*State* – State of Louisiana.

*Twice monthly* – The Parish intends on securing a contract for the collection of curbside recycling every other week.

*Unincorporated Jefferson Parish* – The area of the Parish including the East and West Bank, excluding incorporated municipalities.

*West Bank of Jefferson Parish* – That portion of the Parish bounded by the right descending bank of the Mississippi River, the Gulf of Mexico, Orleans, Parish, Plaquemines Parish, and St. Charles Parish.

## **4.2 Summary of Scope**

Services include curbside collection, processing and marketing of recyclable materials from residential units within unincorporated East Bank and West Bank of Jefferson Parish and the Town of Jean Lafitte along with a residential drop-off site for recyclable materials to be available, at a minimum, for three (3) hours every other week. A map of the existing garbage service area and collection zones (Attachment E) is attached for use as reference. Service shall be administered by the Jefferson Parish Department of Environmental Affairs.

## **4.3 Service Provided**

Commodities to be collected shall include, at a minimum:

1. Paper Products including newspapers and color inserts, magazines and catalogs, junk mail, corrugated cardboard and paperboard boxes (including cereal boxes, freezer boxes, and 12-pack soft drink boxes, and other food/snack boxes), paper bags and telephone books;
2. Plastic food and beverage containers coded #1 through #7
3. Aluminum cans
4. Steel and Ferrous metal food containers and lids

This list may be expanded or modified by mutual agreement of the two parties at any time during the contract period. No items may be deleted except by mutual agreement.

Jefferson Parish encourages the recycling of non-designated recyclables as markets develop. Proposers are encouraged to collect as many commodities as possible, and consideration should be given to collection of all plastics and additional items where markets allow.

Bid Items 1 through 6 are alternate proposals for curbside collection, processing and marketing of recyclable materials. The Parish will consider all of the alternate proposals for the final contract. The Proposer must submit pricing for all alternates described as Bid Items 1 through 4. Prices in Bid Items 1 through 4 must include bins or carts for each of the approximate 110,390 residential units. Bid Items 5 and 6 are additional alternate, innovative proposals and submittal is optional for the Proposer. The alternates listed below do not include revenue sharing. Proposers may include revenue sharing in Bid Items 5 or 6.

Proposers should note that, regardless of the collection option selected, the Proposer will be responsible for all curbside collection, transportation, facility design and construction, purchases of equipment and supplies, setup necessary for start of operations, marketing of curbside recyclables, residue disposal including transport, and a comprehensive public education program. Proposer will be responsible for paying all landfill tipping fees for residue disposal. Proposals are to be based on the estimated participating residential units (**as listed in Section 4.10**) in the designated collection area, Consolidated Garbage District 1. Adjustments will be made for

actual number of units to be serviced at the beginning of the contract, and annually, in January of each year, thereafter as required to maintain current number of units.

Additional submittals include:

- Proposer must state the maximum monthly tonnage that their facility is able to receive, process, market, and transport from that location to final markets. For each option proposed, the Proposer shall provide the Guaranteed Daily Capacity and Guaranteed Annual Capacity of the Facilities.
- Proposer must provide details of the type of processing equipment utilized to process the materials.

**Bid Item 1. (Alternate 1 Proposal)**

Proposer will provide weekly manual single-stream curbside collection of all recyclable commodities as stated above along with a residential drop-off site for recyclable materials to be available, at a minimum, for three (3) hours every other week.

**Bid Item 2. (Alternate 2 Proposal)**

Proposer will provide twice monthly, every other week, manual single-stream curbside collection of recyclable material as stated above along with a residential drop-off site for recyclable materials to be available, at a minimum, for three (3) hours every other week.

**Bid Item 3. (Alternate 3 Proposal)**

Proposer will provide weekly semi-automated collection of single-stream curbside recyclable material as stated above along with a residential drop-off site for recyclable materials to be available, at a minimum, for three (3) ) hours every other week.

**Bid Item 4. (Alternate 4 Proposal)**

Proposer will provide twice monthly, every other week, semi-automated collection of single-stream curbside recyclable material as stated above along with a residential drop-off site for recyclable materials to be available, at a minimum, for three (3) hours every other week.

**Bid Item 5. (Alternate 5 Optional Proposal)**

The Proposer may submit an additional alternate, innovative scenario which may result in a more efficient system, with the reduction of environmental impacts, improved customer services, and / or lower overall program costs. Alternate proposals can range from minor revisions to major program revisions such as variation in collection frequency, including alternative recyclable materials, recommending revenue sharing, changes to the collection service, or changes to the educational program.

**Bid Item 6. (Alternate 6 Optional Proposal)**

The Proposer may submit an additional alternate, innovative scenario which may result in a more efficient system, with the reduction of environmental impacts, improved customer services, and / or lower overall program costs. Alternate proposals can range from minor revisions to major program revisions such as variation in collection frequency, including



alternative recyclable materials, recommending revenue sharing, changes to the collection service, or changes to the educational program.

#### **4.4 Collection Method**

The Proposer will instruct residents to place their collected recyclables at the curb in a collection container (either a bin or a cart, depending on the program alternate selected) and shall accept, as a minimum, the materials listed in **Part 4.3** placed commingled in the recycling container. The collection method will be either manual or semi-automated, depending on the program alternate selected.

#### **4.5 Collection Requirements**

The levels, standards and requirements of service include the following:

- The Proposer shall not collect materials not designated as recyclable materials from the residential units designated herein in conjunction with the Contract. In the event that material not designated as recyclable materials are placed in the recycling container by a resident, the Proposer shall leave those items in the recycling container along with a printed notification as to why the items were left.
- Proposer shall provide services in a manner which is convenient, safe, and free of nuisance. Proposer shall not trespass unduly on private property; shall not allow collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots, or other areas; shall perform collection services quietly; and shall perform services using procedures and equipment in carrying out this Contract which maximizes efficiency and safety to the public, the Parish, and the Proposer.
- Proposer shall handle recycling containers carefully to avoid damage; shall return them neatly at curbside to the same residential units from which they were collected; and shall not place containers in driveways, in front of mailboxes, in roadways, or in any location where they become obstructions.
- Proposer shall deliver all collected recyclables to the Processing Facility.

#### **4.6 Collection Times**

The Proposer shall collect the collected recyclable materials placed at the curbside for collection either on a weekly or twice monthly basis (depending on the alternate selected) at each residential unit. Collection shall occur no earlier than 4:00 a.m. and end no later than 8:00 p.m. on the days designated, Monday through Saturday.

#### **4.7 Routes and Schedule of Collection**

Collection routes and day of collection shall be established by the Proposer, but subject to Parish approval. Sundays may be used for makeup collections only and not a regular collection day.

- The Proposer shall furnish schedules and area route maps for the Parish's comments and approval indicating the schedule the Proposer requests to follow in providing service to each portion of the recycling service area.
- These schedules shall designate the order streets and/or neighborhoods within each day's route(s) shall receive service.
- Written approval of the routes and schedules must be provided by the Director of the Department of Environmental Affairs before collection can begin.

#### **4.8 Recycling Containers**

The Proposer is responsible for the purchasing, storage, and distribution of all bins and/or carts (depending on the alternate selected) for all units serviced. Bins/carts shall become the property of Jefferson Parish and shall remain at the units after expiration of the contract term. The Proposer will send a report each month, by email, to the Parish, detailing all deliveries of such containers by address and the Proposer's starting and ending inventory for each month. All carts requested by residents shall be delivered within two (2) business days.

It is Proposer's responsibility for maintenance and replacement of distributed bins or carts. The replacement of carts or bins shall be Proposer's responsibility if a can is stolen and a police report is provided. There is no limit of replacement units for those stolen, as long as police report(s) are provided. Within three (3) days notice by the Parish or resident, the Proposer shall, at no additional cost, promptly replace or repair recycling containers which are damaged, stolen (with a police report), or added to the recycling service area. The Proposer shall be responsible for supplying the first recycling container to residences at no charge to the Parish or residence. If a unit requests more than 1 bin/cart, the Proposer shall provide the second and subsequent containers at cost to the unit serviced.

The Proposer shall keep records of the number of replacement containers delivered; address where each replacement container was delivered, and the date of delivery. These records shall be provided with the monthly invoice to the Parish.

The Parish reserves the right to approve proposed containers and to choose the colors for the containers. Containers shall be marked with Jefferson Parish name and/or logo or recycling logo, as pre-approved by the Parish. The containers shall be designed for the purpose of curbside collection of recyclable materials.

The price quoted for the containers will include all cost of delivery, maintenance and repairs by the vendor.

If the proposer has an innovative approach with regard to the timing and delivery of bins, and to variations from the option for smaller carts, this can be addressed in options 5 and 6.

#### **4.8.1 Collection Bins**

A collection bin may be considered for use as a collection container with the manual curbside collection services. A collection bin is without wheels and must have a minimum capacity of 18-gallons. Such a container shall be of a type that is accepted and in use by other municipalities for similar services. If a unit requests an additional 18-gallon bin, the Proposer shall provide it at cost. Proposer will be responsible for delivery of bins to each unit as directed by the Parish (Bins/carts shall become the property of Jefferson Parish and shall remain at the units after expiration of the contract term).

#### **4.8.2 Collection Carts**

A collection cart may be considered for use as a collection container with the manual or semi-automated curbside collection services. A collection cart is a rollout, wheeled cart with an attached lid and must have a minimum capacity of 32-gallons, if weekly collection alternate is selected, and a minimum capacity of 64-gallons, if twice-monthly (every other week) collection alternate is selected. Residents will have option, on a case by case basis, to select smaller cart size if the semi-automated option is selected.

Proposer will be responsible for any assembly of carts from factory and delivery of fully assembled carts to each unit as directed by the Parish. Bins/carts shall become the property of Jefferson Parish and shall remain at the units after expiration of the contract term.

#### **4.8.3 Recycling Container Warranty**

The recycling containers shall be covered by a minimum ten (10) year, full and non-prorated warranty. The Parish will not be charged for any repairs or maintenance to any bin or cart during the life of the warranty and/or maintenance period. Warranty shall include, but not be limited to, the factors listed below:

- Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- Damage to the container body, the lid, or any component parts through opening or closing the lid.
- Failure of the lid hinge (for a cart) to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.
- Failure of any metal components to remain free of excess rust and corrosion.
- Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Proposer.
- Failure of any plastic component resulting from rodents.

- Failure of any portion of the bottom of the cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces.
- Failure or damage to cart assemblies caused by any incompatibility of the cart and the Proposer's hydraulic dumping units.

#### **4.9 Informational, Promotional and Educational Material**

Proposer is responsible for developing a Public Awareness Program. The Proposer will provide informational, promotional, and educational material developed for the Public Awareness Program which, after review and approval by the Parish, the Proposer shall print and distribute with new bin/cart to residential units in the recycling service area. The Proposer shall perform these distributions under the direction and to the satisfaction of the Parish.

- Fact sheet delivered by the Proposer with new bins at the start of the contract and throughout the duration of the contract with any subsequent change in routes, collection days, or materials collected. For the purposes of this estimate, the Proposer should assume two (2) 8-1/2 x 11, single color pages per-unit per-distribution on recycled paper. Distributed materials shall be placed in plastic bags or other waterproof containers or may be of waterproof materials.
- The Proposer shall also print and distribute notices to units who place materials not designated as recyclable materials in their container with a specific explanation of why the material(s) was not picked up by Proposer.
- The Proposer shall provide support to the Parish at a minimum of four (4) recycling public educational events per year including booths at festivals, promotional events and presentations to civic organizations and church groups, Chamber or Commerce, schools, senior citizen groups, and other interest groups as requested by the Parish. Such support may include preparation of presentation materials such as slides and graphics, printed handouts, and participation in the presentation.
- At no time shall the Proposer print or distribute information, promotional, or educational material which has not been approved by the Parish.
- The Proposer shall advertise four (4) times per year in the Times Picayune newspaper with at least a quarter page advertisements in the Picayune or Metro Section for all areas covered by the Contract.
- The Proposer shall maintain a website to inform the public on the details of the program and promote recycling and provide information to residents on collection routes, collection days and times, and acceptable materials. The website shall also provide means to accept complaints and respond to questions.
- The Proposer shall allow pre-scheduled educational tours of the recycling facility as requested by the Parish, other civic organizations, schools, etc.

#### **4.10 Residential Units**

Recyclable materials will be collected curbside from residential units. Residential units include single and multi-family housing up to four (4) units. The breakdown of residential units as of December 2010 is summarized as follows for a total of approximately 110,390 units. This is the residential unit count only (single family dwellings and apartments of 4 units or less). Small business units and large apartments are not included, but are included in the garbage collection contract. Adjustments will be made for actual number of units to be serviced at the beginning of the contract, and annually, in January of each year, thereafter as required to maintain current number of units. The unit count will be provided by Jefferson Parish Electronic Information Systems Department and based on utility billing records. A list of billing addresses will be provided to the Contractor upon request. The Contractor may challenge the unit count by providing evidence on specific units not included in the database.

<b>Location</b>	<b>Quantity of Units</b>
Unincorporated Jefferson Parish	108363
Lafitte	2027
<b>Total</b>	<b>110390</b>

#### **4.11 Labor and Costs**

The Proposer shall, at his sole cost and expense, furnish all labor, materials and equipment required to perform collection, processing and marketing of recyclable material pursuant to this Contract, except as may be otherwise explicitly specified herein.

#### **4.12 Missed Collections**

In case of a missed collection reported by the Parish or a resident, the Proposer shall return to collect the recyclables from such residential unit no later than twenty-four (24) hours after notification by the Parish or the resident.

Failure by the Proposer to properly collect recyclable materials from residential units shall constitute Breach of Contract subject to penalties as described below.

#### **4.13 Collection Equipment Vehicles**

An adequate number of vehicles including back-up vehicles shall be provided by the Proposer to collect recyclable materials in accordance with the terms of this Contract.

All vehicles used by the Proposer on this Contract must have been manufactured in 2007 or later and shall be titled, registered and licensed in the State of Louisiana.

#### **4.14 Office**

The Proposer shall maintain an office in the Parish of Jefferson during the Contract Term, and shall designate such office as the place to which all notices, directions, orders, requests and complaints shall be mailed, served or delivered under this Contract. The Parish shall be notified of the location of such office or any changes thereof.

The office shall be equipped with sufficient staff and telephones and shall have a responsible person (s) in charge from 8:00 a.m. to 6:30 p.m. on all regular collection days, including Saturday.

The collection records shall be maintained at this office.

#### **4.15 Drop-Off Facility**

The Proposer shall maintain a fixed location drop-off facility within Jefferson Parish, located at the Proposer's processing facility or other location(s) as approved by the Parish. The drop-off facility shall accept the same commodities collected in the curbside program and maintain minimum hours of operation as follows: a minimum of every other Saturday from 9 a.m. until noon.

The Proposer shall provide containers (such as roll-off containers) for the collection of recyclables convenient for use by residents of Consolidated Garbage District 1.

#### **4.16 Processing Facility**

The Proposer shall transport the collected recyclable materials to a Processing Facility (MRF) which shall be operated by or under contract with the Proposer. The Proposer or its designated contract processor shall supply all facilities, equipment, labor and other resources at the facility necessary for the proper storage, processing and shipment of the collected recyclable materials. The Processing Facility must at all times meet all requirements of federal, state and local regulations.

If the processing facility (MRF) is operated by an entity other than the Proposer, the Proposer shall provide the Parish with a copy of the executed contract between the Proposer and the facility operator within fifteen (15) days after notification of award. In case of his refusal to do so, the Proposer will be considered to have abandoned all his rights and interests in the award, and the award may then be made to another qualified Proposer or the work may be re-advertised for Proposals as the Parish may elect. .

- The location of the Processing Facility or the proposed Processing Facility and information describing the site layout shall be provided with the proposal. The Processing Facility does not necessarily need to be located in Jefferson Parish.
- In the event the Proposer or its designated contract processor proposes to utilize a Processing Facility not yet in existence, or not yet fully operational, the Proposer shall provide any information requested by the Parish evidencing that the Facility will be in

full compliance with the Contract Documents within start date of Contract. The Proposer shall provide conceptual designs and a proposed equipment layout for the Processing Facility.

- Upon completion of the proposed Processing Facility for which information is submitted and accepted by the Parish, and before the commencement of full operational status as determined by written notice from the Proposer to the Director of the Department of Environmental Affairs, a Department of Environmental Affairs representative will perform an inspection and evaluation of the facility.
- The Parish retains the right to terminate any Contract originally awarded on the basis of failure of the Proposer to provide an acceptable Processing Facility in all respects with these Contract Documents.
- The Proposer shall provide pre-scheduled, guided tours of the Processing Facility at the request of any individual Parish official or community group.
- The Proposer shall have a full-time Recycling Coordinator available during business hours at the Processing Facility, who shall escort tours, prepare public information, respond to questions from the public, and assist the Parish in preparing Public Awareness Program material. The Recycling Coordinator must act as a liaison between the Parish and Proposer regarding chronic and/or recurring service problems. A resume for the Recycling Coordinator shall be submitted with the proposal for review and approval.

The proposer shall provide a full-time recycling coordinator to address customer service issues and develop public awareness materials and promote participation in the program. If the contract is awarded to a hauler that uses a third party processing facility, the successful proposer will have to submit a copy of the contract with the processing facility outlining the qualifications and responsibilities of the recycling coordinator of the third party facility, as specified in the RFP, within fifteen (15) days after notification of award. In case of his refusal to do so, the Proposer will be considered to have abandoned all his rights and interests in the award, and the award may then be made to another qualified Proposer or the work may be re-advertised for Proposals as the Parish may elect.

#### **4.17 Weighing of Collected Recyclables, Marketed Recyclables, Residual**

The Processing Facility shall be equipped with scales for the weighing of all materials entering and leaving the site.

- The Proposer shall describe in his Processing Operations Plan for recycling, the weighing procedures to be utilized to ensure that all material quantities transported to, transported from, and stored at the Processing Facility are accounted. At a minimum, the procedure shall describe the weighing and record keeping required for the following materials: collected recyclable materials delivered to the Processing Facility after collection, individual types of recyclable materials removed from the

Processing Facility for marketing; any non-marketable recyclable material; and residue. Daily weighing of collected recyclables is required.

- Scales shall be at least annually calibrated, tested, and certified in accordance with all applicable federal, state and local regulations and manufacturer's specifications and recommendations.

#### **4.18 Processing of Collected Recyclables**

The Proposer must process all collected recyclables collected under this Contract in a sound and timely manner sufficient to produce recyclable materials meeting market contract requirements.

- Proposer must demonstrate that all equipment and practices are adequately sized and designed to provide for the efficient and timely processing of collected recyclable materials.
- The Proposer shall submit a Processing Facility Plan and Processing Operations Plan to the Parish.

The Proposer shall update and maintain the information and submissions such that they reflect current conditions at all times during the Term of Contract.

#### **4.19 Proposer Responsibilities**

The Proposer shall be responsible for marketing and transporting to market all recyclable materials processed pursuant to this Contract. This includes obtaining market agreements and/or contracts that define the product specifications and the price arrangements for the sale of recyclable materials and arranging for the transportation of recyclable materials to the selected market. The Proposer shall retain all revenues generated for the sale of recyclables material processed.

#### **4.20 Materials to be Recycled**

The Proposer shall provide the Parish with written certification with their monthly invoice that all collected recyclable materials and recyclable material processed under this Contract have been marketed to a firm that recycles materials in such a way as to meet the definition of "Recycling" in the Louisiana Solid Waste Recycling and Reduction Law (Act. No. 185).

- If the Proposer has contracted with a processor for processing of collected recyclable materials and marketing of recyclable materials under this Contract, the contract must state that the recyclable material shall be recycled. The Parish shall be provided with a copy of the executed contract with the Proposer and the facility operator.
- The Parish supports and encourages markets wherein the processed materials collected through its programs are used to replace corresponding virgin raw materials in the manufacturing process.



#### **4.21 General Requirements**

In addition to other such records specified in these Contract Documents, the Proposer shall also maintain books and records relating to the performance of this Contract in accordance with the following minimum requirements:

- The Proposer shall maintain any and all ledgers, books of account, invoices, vouchers and cancelled checks, as well as all other records, documents, and information evidencing or associated with charges for services; expenditures or disbursements; revenues from the sale of recyclable material, and any other financial transactions related to this Contract for a minimum period of three years, or for any longer period required by law, from the date of final payment to Proposer pursuant to this Contract.
- Any records or documents to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the designated representative of the Parish. The records shall be made available to the Parish Representative at the Proposer's Office.

#### **4.22 Ownership**

Title to solid waste, recyclable materials, special waste, hazardous waste, and any other waste shall pass to the Proposer when placed in the collection equipment.

#### **4.23 Collection, Processing and Marketing Services Records**

In addition to other records specified in these Contract Documents, the Proposer shall be responsible for maintaining information and records related to the performance of recycling collection service and marketing of recyclable materials under this Contract in accordance with the listed requirements below.

Information and records shall be adequate to determine accurate participation rates and weekly set out rates by percentage for each route, weight of solid waste diverted from the landfill by material through the curbside program, and other information required by the Parish necessary to meet the requirements of the State of Louisiana Department of Environmental Quality, or Parish needs as detailed below. All Contractor records shall be kept up to date and in a form readily available for review upon request by the Parish.

The Contractor shall furnish computerized and hard copy monthly and annual reports to the Parish. Monthly reports are due by the 10<sup>th</sup> of the following month. Annual reports are due on the 15<sup>th</sup> of January during each year of the contract term. A sample report shall be submitted to the Parish Department of Environmental Affairs Director prior to program start-up approval.

##### **Monthly report shall include:**

- Total pounds of material collected by route.
- Total containers out by route.

- Number of containers requested and number of containers replaced.
- Resident compliance with recyclable material requirements.
- Summary of tonnages including: Gross weight of all loads, tare weight of each vehicle, and calculated net weight by material collected and sold, unit prices received for materials sold, by material.
- Summary of revenue received for each material by type (material sales invoices shall be supplied by Contractor upon request by the Parish).
- Summary of tonnages of materials stored, by material, and materials rejected as residue by weight and category.
- List of every market company (broker) sold to in that month.
- Other data as may be requested by the Parish.

**Annual report shall include:**

- Summary in graph and numerical form of the monthly data.
- Summary of all program costs and activity within the period.
- A graph of yearly tonnages by material for each year over the duration of the contract.
- Comparison of yearly tonnage revenue total by material for the length of the contract.
- A graph of percentage of material revenues received by material type.
- Other data as may be requested by the Parish.

**4.24 Collection and Processing Fee**

The cost of collection, processing, and marketing the collected recyclable materials shall be included in the monthly cost per residential unit on the Price Schedule Form (Attachment A).

**4.25 Operation Start Up**

Thirty (30) days prior to the starting date of operation, the Proposer shall submit to the Parish, a Plan of Operation which must include the collection routes and schedules that will be published by the Proposer in the newspaper. This plan shall be updated every year or prior to substantial changes and submitted to the Parish for review and approval. Penalties shall be assessed for failure to submit and update the Plan annually or as required due to modification of operations.

In addition, the Proposer shall submit to the Parish prior to the starting date of the Contract the following materials:

- The number of trucks to be used, including back up trucks, and technical specification data on each truck to be used, including type of truck, make, model number, and year.
- Description of Proposer's public information and complaint resolution plan.

#### **4.26 Hours of Operation**

Collection of recyclable materials shall not start before 4:00 a.m. or continue after 8:00 p.m. on any one day Monday through Saturday. Exceptions to collection hours shall be approved by the Department of Environmental Affairs. Penalties shall be assessed for trucks beginning collection prior to 4:00 a.m. and after 8:00 p.m.

#### **4.27 Holidays**

The following holidays may be observed by the Proposer:

- New Year's Day
- Martin Luther King Day
- Mardi Gras Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Proposer may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Such decision in no manner relieves the Proposer of his obligation to provide collection service at least weekly or twice monthly (depending on the alternate selected). Service missed due to a holiday shall be provided within forty-eight (48) hours of the holiday. Proposer may address alternative schedule in innovative options 5 and 6. The Proposer shall be responsible for publicizing in the Picayune or Metro Section of the Times-Picayune newspaper twice, during the week immediately preceding the holiday, at Proposer's sole expense, any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area. The second public notice of a holiday shall be at least 24 hours before the observed holiday. All notices and planned dates of publication must be approved in advance by the Parish.

#### **4.28 Location of Collection**

The Proposer will be required to collect recyclable materials placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to traveled Parish roadways. When construction work is being performed on the right-of-way, recyclable materials shall be placed as close as practical to an access point for the collection vehicle.

#### **4.29 Routes and Days of Collection**

Collection routes and day of collection shall be established by the Proposer, but subject to Parish approval. Sundays may be used for makeup collections only and not a regular collection day. As part of the Plan of Operation, the Proposer shall submit to the Parish for their approval, a map designating the collection routes.

The Proposer, at his expense, shall publish in the newspapers of unincorporated Jefferson Parish and the town of Jean Lafitte, a minimum of four (4) times per year, or quarterly, or whenever changes are made, a map of collection routes. The published map shall be of such size to clearly show all pertinent information. The Proposer may from time to time propose to the Parish, changes in routes or days of collection. Upon Parish's approval of the proposed changes, the Proposer shall promptly give written or published notice to the affected residential units. Prior to the start-up of this Contract, the Proposer will advertise twice, preferably on a Thursday and Sunday, for one week in the daily newspaper's Picayune and Metro Section, the collection schedule, phone numbers, and guidelines on how to place recyclable materials curbside and acceptable materials. All special promotions, advertisements and information released by the Proposer shall be at the Proposer's expense and shall be reviewed by the Parish prior to release.

#### **4.30 Collection Equipment Requirements**

The Proposer shall provide a sufficient number of vehicles for regular collection services. The Proposer shall keep all equipment in good repair and in a clean, sanitary and presentable condition. All vehicles shall be secure, preventing any leakage of fluids or littering of materials. All vehicles shall be manufactured and maintained to conform to applicable ANSI standards. The Proposer shall register all equipment to be used in the performance of this Contract with the Parish.

The Proposer will use only collection vehicles manufactured not earlier than 2007, and shall provide specification data on each truck. All vehicles shall comply with the regulations and licensing of the Department of Transportation and Development, Department of Environmental Quality, and with applicable local ordinances governing weight and size for the street that must be traveled. In the event of equipment breakdown, it shall be repaired promptly. If the equipment can not be repaired promptly, sufficient back up equipment shall be available or obtained to properly operate all scheduled collections. The Proposer shall properly protect equipment and place it in the charge of competent operators at all times.

Each truck to be used in collection and transfer under this Contract shall be marked with numbers that are different for each truck. Each truck's unique identification number shall be clearly visible on both sides and the rear of the truck. Each vehicle shall be permanently identified, at a minimum, with the Proposer's name and phone number plainly visible on each side of vehicle as designated by the Parish.

The Proposer shall equip each vehicle with a device enabling immediate two-way voice contact between the Proposer's office and the crew. The Proposer shall be solely responsible for all costs of operating and maintaining his equipment.

#### **4.31 Personnel**

The Proposer shall utilize a sufficient number of qualified employees in performing services under this Contract.

#### **4.32 Personnel Requirements**

The Proposer shall provide and train all personnel necessary to adequately perform the work under this Contract. Sufficient backup personnel shall be available to work during periods of vacation, sickness or other absences of personnel. All personnel shall be competent, skilled and qualified in the work to which they are assigned and must hold valid licenses, permits, etc. required by federal, state and local agencies.

The Proposer shall prohibit drinking or effects of alcoholic beverages or the effects of chemical intoxicating substances by employees while on duty or in the course of performing their duties under this Contract.

The Proposer shall provide services in a manner which is convenient, safe and free of nuisance. The Proposer shall not trespass unduly on private property; shall not allow his collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots, or other areas; shall perform collection services quietly; and shall perform services using procedures and equipment in carrying out this Contract which maximizes efficiency and safety to the public, the Parish, and Proposer.

The Proposer shall handle the recycling containers carefully to avoid damage; shall return them neatly at the curbside to the same residential unit from which they were collected; and shall not place containers in driveways, in front of mailboxes, in roadways or in any location where they become obstructions.

The Proposer shall comply with all provisions of the law regarding the employment of workers. The Proposer shall not employ persons under the age of eighteen years. The Proposer's employees shall be courteous at all times and shall work quietly and not use loud or profane language or audio equipment/music. Horseplay is prohibited, and any or all of the Proposer's employees may be terminated if horseplay is observed.

The Proposer's employees shall not solicit or request gratuities at any time. Any employee who solicits gratuity or payment from Parish residents shall be terminated.

The Proposer's employee shall present as neat and clean appearance as circumstances permit. Employees shall wear uniforms at all times designated by the Proposer and approved by the Parish.

The Proposer's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle being driven. Drivers must also have a Commercial Driver License (CDL) as required by federal law (the Commercial Vehicle Safety Act of 1986). The Proposer shall direct his employees to present their license to Parish representatives for inspection upon demand by the Parish at any time.

The Parish will have the right to make a complaint regarding any employees of the Proposer who violates any provision hereof or OSHA or DOT regulations, or who is wanton, negligent, or discourteous in the performance of his duties. The Parish will recommend action to be taken by the Proposer and may require the Proposer to remove any such unacceptable employee from Parish's Contract.

#### **4.33 Complaint Resolution**

The Proposer shall provide a public information and complaint resolution system. This system shall include a telephone line manned by the Proposer during collection hours, including Saturdays, to handle questions regarding collection schedules, quantities, size limitations, acceptable materials, other services provided, and to register complaints. The telephone number and description of services and notification procedures and other information as pre-approved by the Parish shall be published at the beginning of the contract and three (3) additional times in the initial year of the contract and quarterly each year thereafter in the official Parish newspaper or an alternative newspaper as directed by the Parish with a minimum advertisement size of quarter page. The telephone number shall be listed in the local telephone directory.

The Proposer shall accept complaint calls and service requests directly from citizens in the service area via telephone, and from the staff of the Jefferson Parish Department of Environmental Affairs that are submitted by telephone, facsimile, e-mail or the Jefferson Parish Work Management Software Program.

The Proposer shall have the capabilities to run the Jefferson Parish Work Management Software Program for the purpose of tracking and logging complaint calls and follow-up actions. Proposer must discuss these requirements prior to submittal with the Jefferson Parish Electronic Information Systems, phone number (504) 736-6734. The Proposer must maintain internet access and a dial up modem in order to maintain this Work Management Software System.

The Proposer will be responsible for the daily entering of all relevant data from calls and service requests in the Work Management Software Program. Information must be entered the day in which it is received. This includes the entering of information in the following fields: date of call, point of contact (Proposer/Parish) name of caller, nature of request, pick-up days, action taken, date action taken, days delinquent, and comments.

The Work Management Software Program will be used to generate weekly, monthly and annual reports for the purpose of tracking requests and evaluating performance under the terms of the contract. The system will be used for generating comprehensive reports which list all service requests telephoned directly to the Proposer from citizens in the contracted area, and

requests/complaints transmitted from the Parish. If requested, the Proposer shall provide reports generated from the Work Management System to the Parish as specified, within two (2) working days of the request.

It shall be the duty of the Proposer to take whatever steps may be necessary to resolve the complaint within 24 hours (48 hours for missed Holiday Collection) after receipt of the complaint by the Proposer. The Parish shall provide to the Proposer a list of complaints received by the Parish each day. The Proposer may obtain this list from the Department of Environmental Affairs each day either by e-mail, facsimile or telephone or Work Management Software Program.

The Proposer shall provide, within twenty-four (24) hours of notification by the Parish or resident, the Parish with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Proposer's employees or agents.

Failure to resolve the complaint shall be considered a breach of the contract and for the purpose of computing damages under the provisions of this section, and the Parish may deduct such penalties from payment due or to become due the Proposer.

#### **4.34 Penalties**

The Proposer is responsible for compliance with applicable Federal, State and Parish laws, ordinances and regulations in connection with performance of the Contract. The Proposer shall be responsible for all fines and penalties resulting from his operations under this Contract.

If a fine or penalty is assessed by the Federal or State Agencies, the Proposer shall pay the amount of the fine to the Federal or State Agency and an equal amount of this fine to the Parish as an agreed upon penalty under this Contract.

The following is a list of penalties to be assessed on the Proposer for various violations of the Contract provisions.

- Failure to collect recyclable materials from a residential or commercial unit within 24 hours after notification by resident or Parish of a missed collection day.  
Penalty: \$200.00/day per unit
- Failure to supply the Parish within 5 working days with copies of correspondence, reports, documentations, etc. to or from the State or Federal government related to this contract.  
Penalty: \$200.00/day per document
- Failure to submit photographs on all trucks, including substitute trucks, by Start Date of Contract and prior to new vehicle use thereafter.  
Penalty: \$200.00/day per truck
- Failure to submit technical data on all trucks by Start Date of Contract and prior to new vehicle use thereafter.  
Penalty: \$200.00/day per truck

- Failure to submit to the Parish the required monthly reports within 15 days after the end of the month.  
Penalty: \$200.00/day
- Repetition of complaints on a route after notification of spilling, non-collection, crossing planted area, thrown containers, containers blocking driveway, containers in street, leaving materials in container or similar violations.  
Penalty: \$200.00/violation.
- Failure to replace container up-right to the same location on the right-of-way from which it originated with lid in place (if cart) after first notification of violation from resident or Parish.  
Penalty: \$200.00/occurrence
- Failure to supply the Parish with a written report of a resolution of complaint within one (1) week of proposers receiving complaints (telephone or written) from resident.  
Penalty: \$200.00/occurrence
- Failure to provide a replacement container or container for an added unit (manual or semi-automated) within three (3) days from notification by the resident or Parish.  
Penalty: \$200.00/day per unit
- Failure to respond to a complaint within 24 hours of receipt (48 hours for missed Holiday Collection) (verbal or written).  
Penalty: \$200.00/day per occurrence
- Collection operations before 4:00 a.m. or after 8:00 p.m.  
Penalty: \$200.00/occurrence

The Parish reserves the right to assess penalties as needed to ensure compliance with contract provisions.

All fines or penalties shall be deducted from the monthly payment due to the Proposer.

#### **4.35 Resumption of Services Following a Disaster Event**

The Proposer shall develop a Resumption of Services Plan to be submitted as a component of the main proposal. The Plan shall address the resumption of collection services following a natural or man-made disaster event. The Plan will become part of the Contract for the winning Proposer.

The Plan shall address preservation and protection of Proposer resources and equipment in the event of an imminent disaster such as a hurricane or tropical storm. The Plan shall address evacuation and re-entry of workers, safe storage of trucks and equipment, fuel storage, management planning. At least two upper management personnel must be identified as contact persons to communicate activities prior to, during, and after a disaster event, if requested by the Parish. The Plan shall include local contact information including office phone numbers, cell phone numbers and emergency contacts and phone numbers that can be called in the event that local facilities are down.

For tropical storm or hurricane events, the Plan shall address Proposer preparations during the various stages of the storm including; 1) when a storm is in the Gulf of Mexico, 2) upon issuance



of a “watch” and a “warning”, 3) after landfall, and 4) in the post storm period. Cessation of normal curbside recyclable collection, operation of the drop-off facility and other services shall not occur without the concurrence of Jefferson Parish. The Plan shall address coordination and triggers for cessation of services due to a disaster such as tropical storm or hurricane.

**Attachment A**

**Price Schedule Form**

Curbside Collection and/or Processing of Recyclable Materials for Five (5) Year  
Term with Option to Extend for Two Two-Year Extensions up to an Additional Four (4) Years  
Unincorporated Jefferson Parish and the Town of Jean Lafitte

<b>Bid Item</b>	<b>Description</b>	<b>Quantity (approx.)</b>	<b>Monthly Cost per Household</b>	<b>Total Monthly Cost</b>
<b>1</b>	<i>(Alternate Proposal)</i> Weekly Manual Curbside Single Stream Recycling Collection, Processing & Marketing	110,390 units	\$ / unit	\$
<b>2</b>	<i>(Alternate Proposal)</i> Twice Monthly Manual Curbside Single Stream Recycling Collection, Processing & Marketing	110,390 units	\$ / unit	\$
<b>3</b>	<i>(Alternate Proposal)</i> Weekly Semi-Automated Curbside Single Stream Recycling Collection, Processing & Marketing	110,390 units	\$ / unit	\$
<b>4</b>	<i>(Alternate Proposal)</i> Twice Monthly Semi-Automated Curbside Single Stream Recycling Collection, Processing & Marketing	110,390 units	\$ / unit	\$
<b>5</b>	<i>(Optional Proposal)</i> Additional alternate, innovative scenario.	110,390 units	\$ / unit	\$
<b>6</b>	<i>(Optional Proposal)</i> Additional alternate, innovative scenario.	110,390 units	\$ / unit	\$

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Company: \_\_\_\_\_

**Attachment B**

**CORPORATE RESOLUTION**

**EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF**

**INCORPORATED.**

---

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
**A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:**

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF  
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH  
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR  
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE  
AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO  
THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY  
RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF  
THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

---

**SECRETARY-TREASURER**

---

**DATE**

**Attachment C**

**SIGNATURE PAGE**

**Request for Proposals**

**Curbside Collection, Processing & Marketing of Recyclable Materials**

**Unincorporated Jefferson Parish & Town of Jean Lafitte**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in Providing Garbage Collection Services for the unincorporated East Bank and West Bank of Jefferson Parish and Lafitte (Consolidated Garbage District No. 1) for the Department of Environmental Affairs.

**Request for Proposals will be received until 4:00 p.m. Local Time on: \_\_\_\_\_ 2011**

Acknowledge Receipt of Addenda: Number: \_\_\_\_\_ Date: \_\_\_\_\_

Number: \_\_\_\_\_ Date: \_\_\_\_\_

Number: \_\_\_\_\_ Date: \_\_\_\_\_

Number: \_\_\_\_\_ Date: \_\_\_\_\_

Number: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Type Name of Person Authorized to Sign: \_\_\_\_\_

Title of Person Authorized to Sign: \_\_\_\_\_

Signature of Person Authorized to Sign: \_\_\_\_\_

Date: \_\_\_\_\_

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Attachment D

**A F F I D A V I T**

STATE OF LOUISIANA  
PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A RFP FOR \_\_\_\_\_, **RFP NO. 0235** AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

\_\_\_\_\_  
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Attachment E

**CAMPAIGN CONTRIBUTION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF JEFFERSON

Before me, the undersigned authority, personally came and appeared:

\_\_\_\_\_, who after being by me duly sworn,  
deposed and said that he/she is the fully authorized  
\_\_\_\_\_ of \_\_\_\_\_ the party who  
submitted a bid or proposal for \_\_\_\_\_, no.  
\_\_\_\_\_, and said affiant further said:

Attached hereto is a list of all campaign contributions made to elected officials of the Parish of Jefferson during the current term, and that he/she has not made any contributions to or in support of elected officials of the Parish of Jefferson through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_\_  
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

Attachment F

# AFFIDAVIT OF NOTICE OF FEE DISPOSITION

**PURSUANT TO LA. R.S. 38:2196.1**, any person or other entity that enters into any contract awarded without bidding with a state entity or local entity, or any contract with a local entity exceeding ten thousand dollars awarded with bidding, in which a commission, fee or other consideration is paid to the contractor for the contractor to sell to or provide to the state entity or local entity any commodity, goods, brokerage service or other service of any kind, insurance, or anything of value, then the full disposition, splitting, or sharing of such commission, fee, or other consideration **shall be disclosed to the state entity or local entity by the contractor in writing** by an ***AFFIDAVIT OF NOTICE OF FEE DISPOSITION***.

- ☐ **ORIGINAL FEE DISPOSITION** (DATE CONTRACT ENTERED: \_\_\_\_/\_\_\_\_/\_\_\_\_)
- ☐ **AMENDMENT** (DATE FEE DISPOSITION AMENDED: \_\_\_\_/\_\_\_\_/\_\_\_\_)

NAME OF CONTRACTOR: \_\_\_\_\_

NAME OF AUTHORIZED AGENT (PRINT): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

NAME OF STATE OR LOCAL ENTITY \_\_\_\_\_

- ☐ STATE CONTRACT WITHOUT BIDDING
- ☐ LOCAL CONTRACT WITHOUT BIDDING
- ☐ LOCAL CONTRACT WITH BIDDING (EXCEEDING \$10,000)

VALUE OF COMMISSION, FEE, OR OTHER CONSIDERATION TO THE CONTRACT: \$\_\_\_\_\_

**PARTIES TO RECEIVE DISPOSITIONS, SPLITS, OR SHARES OF THE COMMISSION, FEE OR OTHER CONSIDERATION**

- ☐ **SCHEDULE A COMPLETED AND ATTACHED**

## CERTIFICATE OF ACCURACY

I hereby certify that the information contained herein is true and correct to the best of my knowledge, information, and belief; and that this Notice shall be attached to and made a part of the contract for which the commission, fee, or other consideration is paid and shall be recorded in the public record.

\_\_\_\_\_  
Signature (Authorized Agent)

**SWORN TO AND SUBSCRIBED BEFORE ME**  
**THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_**

\_\_\_\_\_  
Signature (Notary Public)

**SCHEDULE A: PARTIES TO RECEIVE DISPOSITIONS, SPLITS,  
OR SHARES OF THE COMMISSION, FEE, OR OTHER CONSIDERATION**

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_ ☐ FEE \$ \_\_\_\_\_ ☐ COMMISSION SHARES:

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_ ☐ FEE \$ \_\_\_\_\_ ☐ COMMISSION SHARES:

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_ ☐ FEE \$ \_\_\_\_\_ ☐ COMMISSION SHARES:

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_ ☐ FEE \$ \_\_\_\_\_ ☐ COMMISSION SHARES:

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_

**FULL NAME OF RECIPIENT (PRINT):** \_\_\_\_\_

☐ SPLITS: \_\_\_\_\_ ☐ FEE \$ \_\_\_\_\_ ☐ COMMISSION SHARES:

\_\_\_\_\_

☐ OTHER CONSIDERATION: \_\_\_\_\_



**Attachment G**

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF JEFFERSON**

**BEFORE ME**, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn, deposed and  
said that he/she/they are fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter referred to as affiant), and said affiant further  
said:

The following is a complete listing of all subcontractors who may assist  
in providing services for the RFP known as

\_\_\_\_\_  
\_\_\_\_\_:

Subcontractors, excluding full time employees of firm, who would assist in  
providing professional services for the project:

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2010.**

\_\_\_\_\_  
**NOTARY PUBLIC**

A copy of this affidavit must be attached to all pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been made  
under this contract or any amendments to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would assist in  
providing services for the project, requires Jefferson Parish Council approval and requires submission of  
a new sworn affidavit.

## Attachment H

### **HOLD HARMLESS AGREEMENT**

The Parish shall be held harmless and free from liability for any expenses incurred by Proposers in responding to the Request for Proposals (RFP).

#### HOLD HARMLESS AGREEMENT

The \_\_\_\_\_ (*Proposer*) agrees to protect, defend, indemnify, save, and hold harmless the Parish of Jefferson, the Jefferson Parish Council, the Director, all Parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising from injury or death to any person or the damage, loss or destruction of any property which may occur or in anyway result from any act of omission of \_\_\_\_\_ (*Proposer*), its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ (*Proposer*) as a result of any claim, demands and/or causes of action except of those claims, demands, and/or causes of action arising from the negligence of the Parish of Jefferson, the Jefferson Parish Council, the Director, all Parish Departments agencies, boards of commissions, their officers, agents, servants and employees, including volunteers.

\_\_\_\_\_ (*Proposer*) agrees to investigate, handle, respond, or provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent

Accepted by: \_\_\_\_\_

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is certificate of insurance attached?

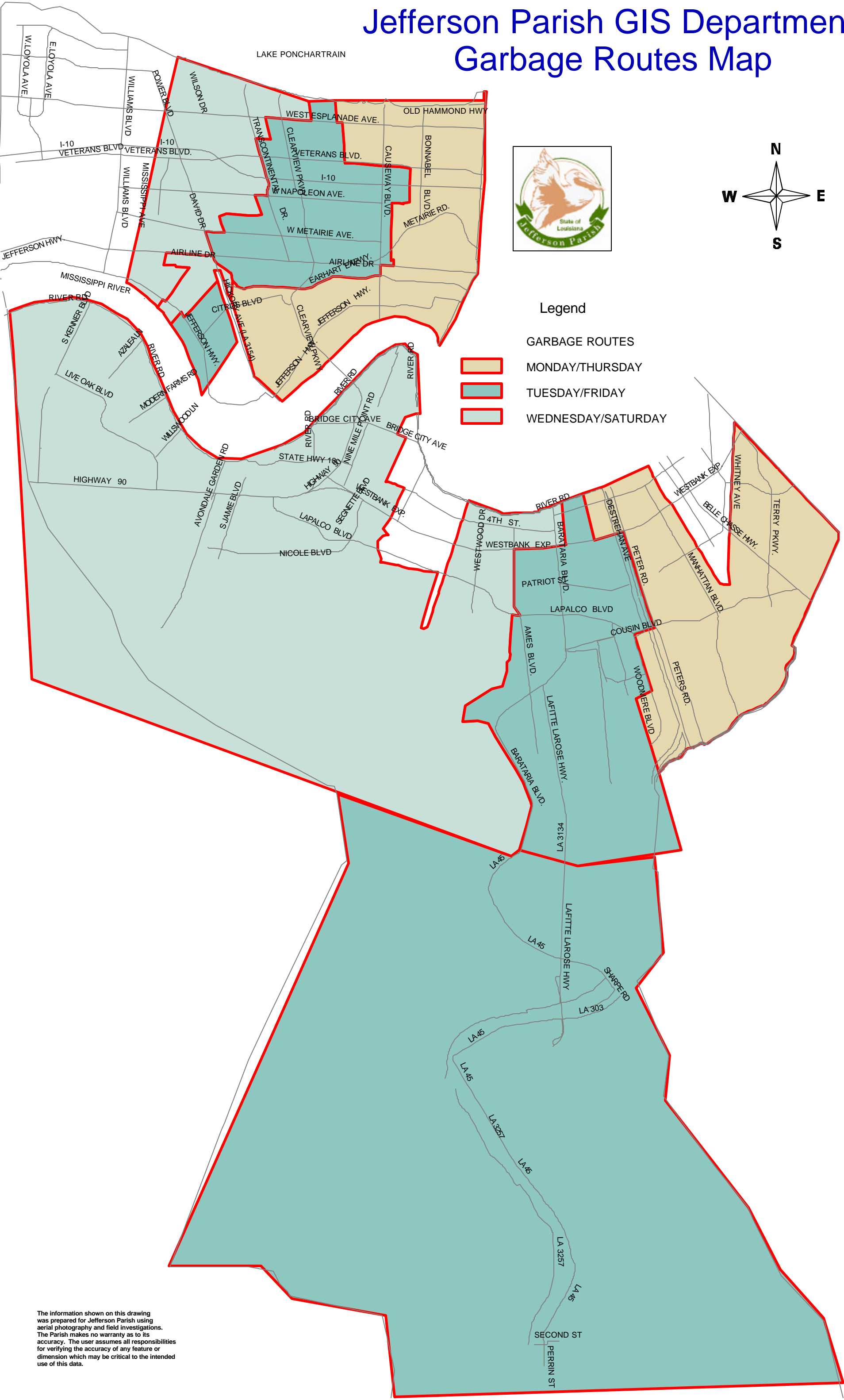
\_\_\_\_ Yes    \_\_\_\_ No

## **Attachment I**

### **Consolidated Garbage District Number 1 Garbage Collection Zone Map**

# Jefferson Parish GIS Department

## Garbage Routes Map



The information shown on this drawing was prepared for Jefferson Parish using aerial photography and field investigations. The Parish makes no warranty as to its accuracy. The user assumes all responsibilities for verifying the accuracy of any feature or dimension which may be critical to the intended use of this data.